



COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER: OR <u>X</u> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: DPH	
BUSINESS MAILING ADDRESS: TEN PARK PLAZA, SUITE 3720 BOSTON, MA 02116		BUSINESS MAILING ADDRESS: 250 WASHINGTON STREET 2ND FL BOSTON, MA 02108	
ISA MANAGER: ANNETTE CONNOLLY		ISA MANAGER: YING WANG	
PHONE: 617-725-3370	FAX: 617-725-0260	PHONE: 617-624-5253	FAX: 617-624-5261
E-MAIL ADDRESS: ANNETTE.CONNOLLY@STATE.MA.US		E-MAIL ADDRESS: YING.WANG@STATE.MA.US	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.) <input checked="" type="checkbox"/> <u>X</u> New ISA. Current Maximum Obligation for total duration of ISA \$ 20,000.00 (Use "N/A" for Non-Financial ISA.) (Complete Attachment B) <input type="checkbox"/> Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments) <input type="checkbox"/> Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B) <input type="checkbox"/> Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B) <input type="checkbox"/> Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.) <input type="checkbox"/> Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: TO FUND THE FORENSIC DRUG TESTING PROGRAM (FPSN09GRT)			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <u> </u> No <u> </u> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code. <input checked="" type="checkbox"/> <u>X</u> BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds. <input type="checkbox"/> BGCS – subsidiarized (budgetary) <input type="checkbox"/> Other (CT, RPO as authorized by CTR): _____ <input type="checkbox"/> Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA. <input type="checkbox"/> Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<input checked="" type="checkbox"/> <u>X</u> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Account: 80004693 Fund: 0100 Major Program Code: PSN Program Code: FPSN09DPH
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Account: Fund: Major Program Code: Program Code:
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Account: Fund: Major Program Code: Program Code:
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Account: Fund: Major Program Code: Program Code:
ISA ANTICIPATED START DATE: <u>05/02/2011</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>03/31/2012</u> , unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF , by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:	
DATE: _____ (Date must be handwritten by signatory at time of signature)		 4.19.11 DATE: _____ (Date must be handwritten by signatory at time of signature)	
PRINT NAME: ELLEN J. FRANK		PRINT NAME: CAROL FOLTZ	
PRINT TITLE: EXECUTIVE DIRECTOR		PRINT TITLE: CHIEF FINANCIAL OFFICER	

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

The Project Safe Neighborhoods Initiative is a nationwide network designed to create safer neighborhoods by reducing gun violence and gun crime, and sustaining that reduction. The purpose of this grant award is to provide continuation funding to the Massachusetts Department of Public Health Forensic Drug Lab to prioritize drug evidence analysis as identified as "priority" from the USAO. The goal ultimately is to expedite criminal justice process in the most efficient manner available that will result in making our neighborhoods safer by apprehending and convicting violent criminals engaged in illegal gang, drug and gun activity.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

The Massachusetts Department of Public Health will prioritize drug evidence identified by the US Attorneys Office as related to gang activity and violent crimes. The objective is to expedite the criminal justice process for these cases. The Director of Analytical Chemistry and the Drug Laboratory Supervisors will ensure the rapid assignment and analysis of these cases. The chemists in the Drug Laboratory will expedite analysis of these samples and work towards reduction of the sample backlog using the funds provided.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

This ISA is expected to terminate on 3/30/2012.

Award recipient will be required to submit four quarterly reports to the EOPSS consisting of both financial and programmatic updates.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

The seller was awarded a continuation grant upon completion of an Application for Grant funds by the United States Attorney's Office, District of Massachusetts at the recommendation of the PSN Selection/Review Committee as per federal statute.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ____ No X Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

Quarterly programmatic and financial reporting is required. Award recipients will be required to submit four quarterly reports by mail to EOPSS which will detail their fiscal spending and programmatic progress to ensure grant compliance.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

**Executive Office of Public Safety and Security/Office of Grants and Research
Subrecipient Conditions**

- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - Requests for time extensions must be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the ISA** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the ISA.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.
- **NON-SUPPLANTING.** Federal grant funds shall not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal aid, be made available for law enforcement and criminal justice activities.
- Award recipients receiving more than \$500,000.00 in total federal funding per year from all sources, are required to have an annual audit of federal funds. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
- You should anticipate periodic **site visits from EOPSS to ensure compliance**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by EOPSS.
- All grant-related documentation must be retained for a period of 6 years from the close of the ISA.
- In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify EOPSS in writing and provide a copy of the evaluation.
- It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.

- If the use of the grant funds has not begun within 60 days of the eligible start date, you must report to EOPSS the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, EOPSS reserves the right to cancel this award.
- Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of EOPSS before executing those subcontracts.
- If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.

**U.S. Department of Justice
PSN/Anti-Gang Special Conditions**

A recipient of the United States Attorney's "PSN or Anti-Gang" grant award administered by the Executive Office of Public Safety and Security for the District of Massachusetts must also adhere to the following rules and regulations:

- The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
- The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
- Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of EOPSS and OJP.
- The recipient agrees to submit to EOPSS who will forward to BJA for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.
- The recipient shall submit to EOPSS who will forward to BJA one copy of all reports and proposed publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2009-GP-BX-0004 awarded by the Bureau of Justice Assistance, US Attorney's Office, District of Massachusetts and the Executive Office of Public Safety and Security. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing activities.
- The recipient agrees to coordinate the project with the U.S. Attorney, Project Safe Neighborhoods Task Force for the District of Massachusetts and the Executive Office of Public Safety and Security. The recipient is also encouraged to coordinate with other community justice initiatives (such as Weed & Seed, G.R.E.A.T, etc.), and other ongoing, anti-gang enforcement and prevention strategies.
- The recipient agrees to submit to EOPSS who will forward to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods and Anti-Gang Initiative media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

ATTACHMENT B - BUDGET

Check one: ☒ Initial ISA Budget
☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____

PRIOR MMARS DOCUMENT ID: ISAEPDRUGTESTDPH11A (for reference - if applicable)

CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
FY2012		AA	Overtime (A08)	\$17,137.00		\$		\$17,137.00
FY2012		DD	Fringe	\$ 327.32		\$		\$ 327.00
FY2012		EE	Indirect	\$ 2,536.28		\$		\$ 2,536.00
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
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				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA		
FISCAL YEAR: 2011	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
FISCAL YEAR: 2012	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 20,000.00
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)		\$ 20,000.00

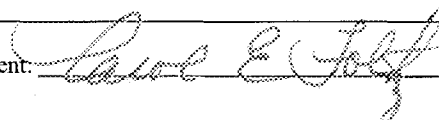
Additional Budget Specifications:

ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

<input checked="" type="checkbox"/> New ISA <input type="checkbox"/> ISA AMENDMENT		BUDGET FISCAL YEAR: 2011	
BUYER/PARENT DEPARTMENT: EPS		SELLER/CHILD DEPARTMENT: DPH	
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Budget		Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number: 80004693		Payroll Indicator: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budgetary Estimated Receipts: \$20,000.00		BGCN Document Identification No.: ISAEPSDRUGTESTDPH11A	
COST ACCOUNTING STRUCTURE (BGRG - BQ88)			
Total Maximum Obligation of ISA: \$ 20,000.00		BGRG Document Identification No.: ISAEPSDRUGTESTDPH11A	
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less) PSN		Major Program Short Name (same as appropriation number): 80004693	
Major Program Name: Project Safe Neighborhoods			
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date: 05/2/2011		Effective To Date: 05/31/2012	
Program Period:			
Program Period Name:		Program Period Short Name:	
PROGRAM TABLE SET-UP			
Effective From Date: 05/2/2011		Effective To Date: 05/31/2012	
Program Name: Forensic Drug Testing		Program Short Name: 80004693	
Program Code: (MUST START WITH "F" followed by up to 9 characters) FPSN09DPH		Sub Account: 2009GPBX0004	
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code – Check one option only	
EDCAPS:	VC7000000001	<input type="checkbox"/> D	
ECHO:	VC7000000002	<input type="checkbox"/> E	
LOCES:	VC7000000003	<input checked="" type="checkbox"/> L	
SMARTLINK:	VC7000000004	<input type="checkbox"/> S	
ASAP- OTHER:	VC7000000005	<input type="checkbox"/> Y	
ASAP:	VC7000000006	<input type="checkbox"/> Z	
GRANT- NON DRAW:	VC7000000007	<input type="checkbox"/> No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code) 16		Federal Catalog Suffix: (3 digit code) 609	
Letter of Credit No.: 15041240			

Authorized Signatory Seller/Child Department:



Date:

4-20-11

Name:

Carol E. Folitz CFO